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COURTNEY MITCHENER

**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA**

COURTNEY MITCHENER,  
individually, and on behalf of all others  
similarly situated,

Plaintiff,

v.

TALKSPACE NETWORK LLC, a  
New York Limited Liability Company;  
and DOES 1 through 25, inclusive,

Defendant.

Case No.: 2:24-cv-07067-JAK-BFM

[Assigned to Hon. John A. Kronstadt;  
Magistrate Judge Brianna Fuller  
Mircheff]

**STIPULATED PROTECTIVE  
ORDER**

**STIPULATED PROTECTIVE ORDER**

Plaintiff Courtney Mitchener (“Plaintiff”) and Defendant Talkspace, Inc. (incorrectly named in the First Amended Complaint as Talkspace Network LLC) (“Defendant” or “Talkspace”) (collectively, the “Parties”), by and through their undersigned counsel, respectfully and jointly submit this Stipulated Protective Order.

**1. GENERAL**

1.1 Purposes and Limitations. Discovery in this action is likely to involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly, the parties hereby stipulate to and petition the Court to enter the following Stipulated Protective Order. The parties acknowledge that this Order does not confer blanket protections on all disclosures or responses to discovery and that the protection it affords from public disclosure and use extends only to the limited information or items that are entitled to confidential treatment under the applicable legal principles. The parties further acknowledge, as set forth in Section 12.3, below, that this Stipulated Protective Order does not entitle them to file confidential information under seal; Civil Local Rule 79-5 sets forth the procedures that must be followed and the standards that will be applied when a party seeks permission from the court to file material under seal.

1.2 Good Cause Statement. This action is likely to involve trade secrets, customer information, and other valuable research, development, commercial, financial, technical and/or proprietary information for which special protection from public disclosure and from use for any purpose other than prosecution of this action is warranted. Such confidential and proprietary materials and information consist of, among other things, documents containing information that the producing party is obligated by law to maintain in confidence; customer information and data; information that is subject to the privacy interests of any individual; business and marketing plans, strategies, analyses, or surveys; contracts and agreements that are

1 subject to confidentiality provisions, any draft negotiations or summaries thereof;  
2 and proprietary information that is related to website code and/or network security,  
3 or which may be otherwise protected from disclosure under state or federal statutes,  
4 court rules, case decisions, or common law.

5 Accordingly, to expedite the flow of information, to facilitate the prompt  
6 resolution of disputes over confidentiality of discovery materials, to adequately  
7 protect information the parties are entitled to keep confidential, to ensure that the  
8 parties are permitted reasonable necessary uses of such material in preparation for  
9 and in the conduct of trial, to address their handling at the end of the litigation, and  
10 serve the ends of justice, a protective order for such information is justified in this  
11 matter. It is the intent of the parties that information will not be designated as  
12 confidential for tactical reasons and that nothing be so designated without a good  
13 faith belief that it has been maintained in a confidential, non-public manner, and there  
14 is good cause why it should not be part of the public record of this case.

15 **2. DEFINITIONS**

16 2.1 Action: The above-entitled pending federal lawsuit.

17 2.2 Challenging Party: a Party or Non-Party that challenges the designation  
18 of information or items under this Order.

19 2.3 “CONFIDENTIAL” Information or Items: information (regardless of  
20 how it is generated, stored or maintained) or tangible things that qualify for protection  
21 under Federal Rule of Civil Procedure 26(c), and as specified above in the Good  
22 Cause Statement.

23 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as  
24 their support staff).

25 2.5 Designating Party: a Party or Non-Party that designates information or  
26 items that it produces in disclosures or in responses to discovery as  
27 “CONFIDENTIAL.”

28 2.6 Disclosure or Discovery Material: all items or information, regardless

1 of the medium or manner in which it is generated, stored, or maintained (including,  
2 among other things, testimony, transcripts, and tangible things), that are produced or  
3 generated in disclosures or responses to discovery in this matter.

4 2.7 Expert: a person with specialized knowledge or experience in a matter  
5 pertinent to the litigation who has been retained by a Party or its counsel to serve as  
6 an expert witness or as a consultant in this Action.

7 2.8 House Counsel: attorneys who are employees of a party to this Action.  
8 House Counsel does not include Outside Counsel of Record or any other outside  
9 counsel.

10 2.9 Non-Party: any natural person, partnership, corporation, association, or  
11 other legal entity not named as a Party to this action.

12 2.10 Outside Counsel of Record: attorneys who are not employees of a party  
13 to this Action but are retained to represent or advise a party to this Action and have  
14 appeared in this Action on behalf of that party or are affiliated with a law firm that  
15 has appeared on behalf of that party, including support staff.

16 2.11 Party: any party to this Action, including all of its officers, directors,  
17 employees, consultants, retained experts, House Counsel, and Outside Counsel of  
18 Record (and their support staffs).

19 2.12 Producing Party: a Party or Non-Party that produces Disclosure or  
20 Discovery Material in this Action.

21 2.13 Professional Vendors: persons or entities that provide litigation support  
22 services (e.g., photocopying, videotaping, translating, preparing exhibits or  
23 demonstrations, and organizing, storing, or retrieving data in any form or medium)  
24 and their employees and subcontractors.

25 2.14 Protected Material: any Disclosure or Discovery Material that is  
26 designated as "CONFIDENTIAL."

27 2.15 Receiving Party: a Party that receives Disclosure or Discovery Material  
28 from a Producing Party.

1     **3.     SCOPE**

2             The protections conferred by this Stipulation and Order cover not only  
3 Protected Material (as defined above), but also (1) any information copied or  
4 extracted from Protected Material; (2) all copies, excerpts, summaries, or  
5 compilations of Protected Material; and (3) any testimony, conversations, or  
6 presentations by Parties or their Counsel that might reveal Protected Material.

7             Any use of Protected Material at trial shall be governed by the orders of the  
8 trial judge. This Order does not govern the use of Protected Material at trial.  
9 Moreover, nothing in this Order shall preclude any Party from seeking additional  
10 protections should the need later arise.

11     **4.     DURATION**

12             Once a case proceeds to trial, all of the court-filed information to be introduced  
13 that was previously designated as confidential or maintained pursuant to this  
14 protective order becomes public and will be presumptively available to all members  
15 of the public, including the press, unless compelling reasons supported by specific  
16 factual findings to proceed otherwise are made to the trial judge in advance of the  
17 trial. *See Kamakana v. City and Cty. of Honolulu*, 447 F.3d 1172, 1180-81 (9th Cir.  
18 2006) (distinguishing “good cause” showing for sealing documents produced in  
19 discovery from “compelling reasons” standard when merits-related documents are  
20 part of court record). Accordingly, the terms of this protective order do not extend  
21 beyond the commencement of the trial.

22     **5.     DESIGNATING PROTECTED MATERIAL**

23             5.1     Exercise of Restraint and Care in Designating Material for Protection.

24             Each Party or Non-Party that designates information or items for protection under  
25 this Order must take care to limit any such designation to specific material that  
26 qualifies under the appropriate standards. The Designating Party must designate for  
27 protection only those parts of material, documents, items, or oral or written  
28 communications that qualify so that other portions of the material, documents, items,

1 or communications for which protection is not warranted are not swept unjustifiably  
2 within the ambit of this Order.

3 Mass, indiscriminate, or routinized designations are prohibited. Designations  
4 that are shown to be clearly unjustified or that have been made for an improper  
5 purpose (e.g., to unnecessarily encumber the case development process or to impose  
6 unnecessary expenses and burdens on other parties) may expose the Designating  
7 Party to sanctions.

8 If it comes to a Designating Party's attention that information or items that it  
9 designated for protection do not qualify for protection, that Designating Party must  
10 promptly notify all other Parties that it is withdrawing the inapplicable designation.

11 5.2 Manner and Timing of Designations. Except as otherwise provided in  
12 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise  
13 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection  
14 under this Order must be clearly so designated before the material is disclosed or  
15 produced.

16 Designation in conformity with this Order requires:

17 (a) for information in documentary form (e.g., paper or electronic  
18 documents, but excluding transcripts of depositions or other pretrial or trial  
19 proceedings), that the Producing Party affix, at a minimum, the legend  
20 "CONFIDENTIAL" (hereinafter "CONFIDENTIAL legend"), to each page  
21 that contains protected material. If only a portion or portions of the material  
22 on a page qualifies for protection, the Producing Party also must clearly  
23 identify the protected portion(s) (e.g., by making appropriate markings in the  
24 margins).

25 A Party or Non-Party that makes original documents available for  
26 inspection need not designate them for protection until after the inspecting  
27 Party has indicated which documents it would like copied and produced.  
28 During the inspection and before the designation, all of the material made

1 available for inspection shall be deemed “CONFIDENTIAL.” After the  
2 inspecting Party has identified the documents it wants copied and produced,  
3 the Producing Party must determine which documents, or portions thereof,  
4 qualify for protection under this Order. Then, before producing the specified  
5 documents, the Producing Party must affix the “CONFIDENTIAL legend” to  
6 each page that contains Protected Material. If only a portion or portions of the  
7 material on a page qualifies for protection, the Producing Party also must  
8 clearly identify the protected portion(s) (e.g., by making appropriate markings  
9 in the margins).

10 (b) for testimony given in depositions that the Designating Party  
11 identify the Disclosure or Discovery Material on the record, before the close  
12 of the deposition.

13 (c) for information produced in some form other than documentary  
14 and for any other tangible items, that the Producing Party affix in a prominent  
15 place on the exterior of the container or containers in which the information is  
16 stored the legend “CONFIDENTIAL.” If only a portion or portions of the  
17 information warrants protection, the Producing Party, to the extent practicable,  
18 shall identify the protected portion(s).

19 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent  
20 failure to designate qualified information or items does not, standing alone, waive  
21 the Designating Party’s right to secure protection under this Order for such material.  
22 Upon timely correction of a designation, the Receiving Party must make reasonable  
23 efforts to assure that the material is treated in accordance with the provisions of this  
24 Order.

## 25 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

26 6.1 Timing of Challenges. Any Party or Non-Party may challenge a  
27 designation of confidentiality at any time that is consistent with the Court’s  
28 Scheduling Order.



1           6.2 Meet and Confer. The Challenging Party shall initiate the dispute  
2 resolution process under Local Rule 37-1, et seq. Any discovery motion must strictly  
3 comply with the procedures set forth in Local Rules 37-1, 37-2, and 37-3.

4           6.3 Burden. The burden of persuasion in any such challenge proceeding  
5 shall be on the Designating Party. Frivolous challenges, and those made for an  
6 improper purpose (e.g., to harass or impose unnecessary expenses and burdens on  
7 other parties) may expose the Challenging Party to sanctions. Unless the Designating  
8 Party has waived or withdrawn the confidentiality designation, all parties shall  
9 continue to afford the material in question the level of protection to which it is entitled  
10 under the Producing Party's designation until the Court rules on the challenge.

11 **7. ACCESS TO AND USE OF PROTECTED MATERIAL**

12           7.1 Basic Principles. A Receiving Party may use Protected Material that is  
13 disclosed or produced by another Party or by a Non-Party in connection with this  
14 Action only for prosecuting, defending, or attempting to settle this Action. Such  
15 Protected Material may be disclosed only to the categories of persons and under the  
16 conditions described in this Order. When the Action has been terminated, a  
17 Receiving Party must comply with the provisions of Section 13 below (FINAL  
18 DISPOSITION).

19           Protected Material must be stored and maintained by a Receiving Party at a  
20 location and in a secure manner that ensures that access is limited to the persons  
21 authorized under this Order.

22           7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless  
23 otherwise ordered by the Court or permitted in writing by the Designating Party, a  
24 Receiving Party may disclose any information or item designated  
25 "CONFIDENTIAL" only to:

- 26           (a) the Receiving Party's Outside Counsel of Record in this Action,  
27 as well as employees of said Outside Counsel of Record to whom it is  
28 reasonably necessary to disclose the information for this Action;



1 (b) the officers, directors, and employees (including House Counsel)  
2 of the Receiving Party to whom disclosure is reasonably necessary for this  
3 Action;

4 (c) Experts (as defined in this Order) of the Receiving Party have  
5 been retained to assist in the preparation and trial of this litigation and who  
6 have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

7 (d) the Court and its personnel;

8 (e) court reporters and their staff;

9 (f) professional jury or trial consultants, mock jurors, and  
10 Professional Vendors to whom disclosure is reasonably necessary for this  
11 Action and who have signed the “Acknowledgment and Agreement to Be  
12 Bound” (Exhibit A);

13 (g) the author or recipient of a document containing the information  
14 or a custodian or other person who otherwise possessed or knew the  
15 information;

16 (h) during their depositions, witnesses, and attorneys for witnesses,  
17 in the Action to whom disclosure is reasonably necessary provided: (1) the  
18 deposing party requests that the witness sign the form attached as Exhibit A  
19 hereto; and (2) they will not be permitted to keep any confidential information  
20 unless they sign the “Acknowledgment and Agreement to Be Bound” (Exhibit  
21 A), unless otherwise agreed by the Designating Party or ordered by the Court.  
22 Pages of transcribed deposition testimony or exhibits to depositions that reveal  
23 Protected Material may be separately bound by the court reporter and may not  
24 be disclosed to anyone except as permitted under this Stipulated Protective  
25 Order; and

26 (i) any mediator or settlement officer, and their supporting  
27 personnel, mutually agreed upon by any of the parties engaged in settlement  
28 discussions.

1 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED**  
2 **PRODUCED IN OTHER LITIGATION**

3 If a Party is served with a subpoena or a court order issued in other litigation  
4 that compels disclosure of any information or items designated in this Action as  
5 “CONFIDENTIAL,” that Party must:

6 (a) promptly notify in writing the Designating Party. Such  
7 notification shall include a copy of the subpoena or court order;

8 (b) promptly notify in writing the party who caused the subpoena or  
9 order to issue in the other litigation that some or all of the material covered by  
10 the subpoena or order is subject to this Protective Order. Such notification  
11 shall include a copy of this Stipulated Protective Order; and

12 (c) cooperate with respect to all reasonable procedures sought to be  
13 pursued by the Designating Party whose Protected Material may be affected.

14 If the Designating Party timely seeks a protective order, the Party served  
15 with the subpoena or court order shall not produce any information designated  
16 in this action as “CONFIDENTIAL” before a determination by the court from  
17 which the subpoena or order issued, unless the Party has obtained the  
18 Designating Party’s permission. The Designating Party shall bear the burden  
19 and expense of seeking protection in that court of its confidential material and  
20 nothing in these provisions should be construed as authorizing or encouraging  
21 a Receiving Party in this Action to disobey a lawful directive from another  
22 court.

23 **9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE**  
24 **PRODUCED IN THIS LITIGATION**

25 (a) The terms of this Order are applicable to information produced  
26 by a Non-Party in this Action and designated as “CONFIDENTIAL.” Such  
27 information produced by Non-Parties in connection with this litigation is  
28 protected by the remedies and relief provided by this Order. Nothing in these

1 provisions should be construed as prohibiting a Non-Party from seeking  
2 additional protections.

3 (b) In the event that a Party is required, by a valid discovery request,  
4 to produce a Non-Party's confidential information in its possession, and the  
5 Party is subject to an agreement with the Non-Party not to produce the Non-  
6 Party's confidential information, then the Party shall:

7 (1) promptly notify in writing the Requesting Party and the  
8 Non-Party that some or all of the information requested is subject  
9 to a confidentiality agreement with a Non-Party;

10 (2) promptly provide the Non-Party with a copy of the  
11 Stipulated Protective Order in this Action, the relevant discovery  
12 request(s), and a reasonably specific description of the  
13 information requested; and

14 (3) make the information requested available for inspection by  
15 the Non-Party, if requested.

16 (c) If the Non-Party fails to seek a protective order from this Court  
17 within 14 days of receiving the notice and accompanying information, the  
18 Receiving Party may produce the Non-Party's confidential information  
19 responsive to the discovery request. If the Non-Party timely seeks a protective  
20 order, the Receiving Party shall not produce any information in its possession  
21 or control that is subject to the confidentiality agreement with the Non-Party  
22 before a determination by the Court. Absent a court order to the contrary, the  
23 Non-Party shall bear the burden and expense of seeking protection in this  
24 Court of its Protected Material.

25 **10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

26 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed  
27 Protected Material to any person or in any circumstance not authorized under this  
28 Stipulated Protective Order, the Receiving Party must immediately (a) notify in

1 writing the Designating Party of the unauthorized disclosures, (b) use its best efforts  
2 to retrieve all unauthorized copies of the Protected Material, (c) inform the person or  
3 persons to whom unauthorized disclosures were made of all the terms of this Order,  
4 and (d) request such person or persons to execute the “Acknowledgment and  
5 Agreement to Be Bound” that is attached hereto as Exhibit A.

6 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**  
7 **PROTECTED MATERIAL**

8 When a Producing Party gives notice to Receiving Parties that certain  
9 inadvertently produced material is subject to a claim of privilege or other protection,  
10 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil  
11 Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure  
12 may be established in an e-discovery order that provides for production without prior  
13 privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the  
14 parties reach an agreement on the effect of disclosure of a communication or  
15 information covered by the attorney-client privilege or work product protection, the  
16 parties may incorporate their agreement in the stipulated protective order submitted  
17 to the Court.

18 **12. MISCELLANEOUS**

19 12.1 Right to Further Relief. Nothing in this Order abridges the right of any  
20 person to seek its modification by the Court in the future.

21 12.2 Right to Assert Other Objections. By stipulating to the entry of this  
22 Protective Order, no Party waives any right it otherwise would have to object to  
23 disclosing or producing any information or item on any ground not addressed in this  
24 Stipulated Protective Order. Similarly, no Party waives any right to object on any  
25 ground to use in evidence of any of the material covered by this Protective Order.

26 12.3 Filing Protected Material. A Party that seeks to file under seal any  
27 Protected Material must comply with Civil Local Rule 79-5. Protected Material may  
28 only be filed under seal pursuant to a court order authorizing the sealing of the

1 specific Protected Material at issue; good cause must be shown in the request to file  
2 under seal. If a Party's request to file Protected Material under seal is denied by the  
3 Court, then the Receiving Party may file the information in the public record unless  
4 otherwise instructed by the Court.

5 **13. FINAL DISPOSITION**

6 After the final disposition of this Action, within 60 days of a written request  
7 by the Designating Party, each Receiving Party must return all Protected Material to  
8 the Producing Party or destroy such material. As used in this subdivision, "all  
9 Protected Material" includes all copies, abstracts, compilations, summaries, and any  
10 other format reproducing or capturing any of the Protected Material. Whether the  
11 Protected Material is returned or destroyed, the Receiving Party must submit a  
12 written certification to the Producing Party (and, if not the same person or entity, to  
13 the Designating Party) by the 60 day deadline that (1) identifies (by category, where  
14 appropriate) all the Protected Material that was returned or destroyed, and (2) affirms  
15 that the Receiving Party has not retained any copies, abstracts, compilations,  
16 summaries or any other format reproducing or capturing any of the Protected  
17 Material. Notwithstanding this provision, counsel are entitled to retain an archival  
18 copy of all pleadings, motion papers, trial, deposition, and hearing transcripts, legal  
19 memoranda, correspondence, deposition and trial exhibits, expert reports, attorney  
20 work product, and consultant and expert work product, even if such materials contain  
21 Protected Material. Any such archival copies that contain or constitute Protected  
22 Material remain subject to this Protective Order as set forth in Section 4  
23 (DURATION).

24 **14. VIOLATION OF ORDER**

25 Any violation of this Order may be punished by any and all appropriate  
26 measures including, without limitation, contempt proceedings and/or monetary  
27 sanctions.

28 **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.**

1  
2 Dated: April 16, 2025

**BAKER & HOSTETLER LLP**

3  
4 /s/ Kamran B. Ahmadian

Bethany G. Lukitsch  
Kamran B. Ahmadian

5  
6 *Attorneys for Defendant*  
TALKSPACE, INC.

7  
8  
9 Dated: April 16, 2025

**TAULER SMITH, LLP**

10  
11 /s/ Narain Kumar

Robert Tauler  
Narain Kumar

12  
13 *Attorneys for Plaintiff*  
COURTNEY MITCHENER

14  
15 **L.R. 5-4.3.4 STATEMENT**

16 I, Kamran B. Ahmadian, attest that all signatories listed herein, and on whose  
17 behalf this filing is submitted, concur in this filing's content, and have authorized this  
18 filing.

19  
20 /s/Kamran B. Ahmadian

Kamran B. Ahmadian

ORDER

Having considered the papers, and finding that good cause exists, the Parties' Stipulated Protective Order is **GRANTED**.

**IT IS SO ORDERED.**

DATED: April 16, 2025



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BRIANNA FULLER MIRCHEFF  
UNITED STATES MAGISTRATE JUDGE



**[EXHIBIT A]**

**ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

I, \_\_\_\_\_ [print or type full name], of  
\_\_\_\_\_ [print or type full address], declare under penalty of  
perjury that I have read in its entirety and understand the Stipulated Protective Order  
that was issued by the United States District Court for the Central District of  
California on [date] in the case of *Courtney Mitchener v. Talkspace Network LLC et*  
*al.*, Case No.: 2:24-cv-07067-JAK-BFM. I agree to comply with and to be bound by  
all the terms of this Stipulated Protective Order and I understand and acknowledge  
that failure to so comply could expose me to sanctions and punishment in the nature  
of contempt. I solemnly promise that I will not disclose in any manner any  
information or item that is subject to this Stipulated Protective Order to any person  
or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court  
for the Central District of California for the purpose of enforcing the terms of this  
Stipulated Protective Order, even if such enforcement proceedings occur after  
termination of this action.

I hereby appoint \_\_\_\_\_ [print or type full name] of  
\_\_\_\_\_ [print or type full address and telephone  
number] as my California agent for service of process in connection with this action  
or any proceedings related to enforcement of this Stipulated Protective Order.

Date: \_\_\_\_\_

City and State where sworn and signed: \_\_\_\_\_

Printed name: \_\_\_\_\_

Signature: \_\_\_\_\_